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Downey Savings and Loan Association, FA

8 UNITED STATES BANKRUPTCY COURT

9 NORTHERN DISTRICT OF CALIFORNIA

10 In re) Bk. No. 10-11432
11 CHARLES TURNBULL AND CHRISTINE)
12 RENEE TURNBULL,) CHAPTER 7
13 Debtors.)
14 _____) R.S. No. DRP – 787
15)
16) DECLARATION OF LISA ROGERS
17) IN SUPPORT OF MOTION FOR
18) RELIEF FROM
19) AUTOMATIC STAY
20)
21) Hearing-
22) Date : June 24, 2010
23) Time : 9:00 AM
24) Place : U.S. Bankruptcy Court
25) 99 South E Street
26) Santa Rosa, California
27) Courtroom (bkcy)
28)

I, Lisa Rogers, declare and state:

1. As to the following facts, I know them to be true of my own personal
knowledge and if called upon to testify in this action, I could and would testify competently to
the following facts personally known to me to be true. I am employed as the Director of
Default Services for National Default Servicing Corporation, authorized servicing agent for
U.S. Bank, N.A. successor in interest to the FDIC as receiver for Downey Savings and Loan

1 Association, FA, which is the moving party herein ("Lender"). I am familiar with this case and
2 the facts herein and am authorized to make these statements on behalf of Lender. I have
3 reviewed the loan service records of U.S. Bank, N.A. successor in interest to the FDIC as
4 receiver for Downey Savings and Loan Association, FA before making these statements. The
5 loan service records are kept within the normal course of business by U.S. Bank, N.A. successor
6 in interest to the FDIC as receiver for Downey Savings and Loan Association, FA, at or near the
7 time of the event, which is noted or memorialized. As to any statements re: equity or lack of
8 equity contained within this Declaration, which are made upon information and belief, these
9 statements are made after examination of the loan file and after consideration of the following
10 factors:

12 1) The loan to value ratio; and

13 2) Amount of arrearages

15 2. Charles Turnbull and Christine Renee Turnbull ("Debtors") are individuals

16 and the Chapter 7 Debtors herein.

17 3. Jeffry Locke has been appointed as the Chapter 7 Trustee in the instant
18 bankruptcy. By virtue of his position as Chapter 7 Trustee, Jeffry Locke may hold title to the
19 subject property in that capacity. To the extent that relief sought herein is granted, Jeffry Locke
20 should be bound by any such judgment.

21 4. On April 21, 2010, Debtors filed a Petition under Chapter 7 of the
22 Bankruptcy Code.

23 5. Lender is the current payee and a holder in due course, of a promissory note
24 (which is a negotiable instrument) dated January 10, 2006 in the principal amount of
25 \$169,000.00 (the "Note") secured by a first deed of trust of same date, which bears interest as
26 specified therein. The original Note is held by Lender and a copy is attached hereto as **Exhibit**
27 **"A"** and is incorporated herein by reference.

6. The indebtedness evidenced by the Note is secured by a Deed of Trust (the "Deed of Trust") executed and recorded in Maricopa County and which encumbers the real property located at **12422 West Scotts Drive, El Mirage, Arizona** (the "Property"). A copy of the Deed of Trust is attached hereto as **Exhibit "B"** and incorporated herein by reference.

7. Debtors have elected to surrender the subject Property, as evidenced by the Statement of Intention, attached hereto as **Exhibit “C”** and made a part hereof.

8. Debtors defaulted on the Note and there is now due and owing to Lender:

Unpaid Principal Balance: \$183,115.32

Arrearages:

Accrued Late Charges \$ 997.46

Foreclosure Fees and Costs \$ 1,868.30

Attorneys' Fees \$ 900.00

Subtotal Delinquencies \$ 16,979.83

GRAND TOTAL \$200,095.15

(Please note that an additional \$1,355.21 becomes due and owing on the 1st day of each month as well as an additional late charge 15 days thereafter.)

9. The total amount now owed to Lender on Loan No. XXXX9323 is \$200,095.15 as of June 1, 2010.

10. Interest continues to accrue as set forth in the Note.

11. Lender has performed each and every act required by the terms of the Deed of Trust.

1 12. Lender requests authority to complete foreclosure proceedings relative to the
2 Property, but is prevented from doing so by the filing of Debtors' Petition which operates as an
3 Automatic Stay, prohibiting Lender from taking any action or commencing any Court
4 proceeding to enforce a lien upon the Debtors' real Property. Lender filed its Notice of Default
on January 25, 2010.

5 13. The commercially reasonable value of the Property is approximately
6 \$80,000.00, as evidenced by the Debtor's Schedules A and D, attached hereto as **Exhibit "D"**
7 and made a part hereof.

8 14. The Note and Deed of Trust provide that Lender shall be entitled to recover
9 from the Debtors and that the real Property shall secure the payment of all attorneys' fees and
10 costs incurred by Lender to collect upon the real Property. The Lender may also be entitled to
11 recover said fees and costs under 11 U.S.C. §506(b). By virtue of the Debtor's default, Lender
12 has necessarily incurred such fees and costs and will continue to incur such fees and costs.

13 I declare under penalty of perjury under the laws of the United States of America
14 the foregoing to be true and correct to the best of my knowledge, information and belief.

15 DATED: June 4, 2010

16 By /s/ Lisq Rogers
17 Lisa Rogers
18 Loan # XXXX9323
19 F.040-1716